



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope/package to:

Shawnee Mission School District
Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: Reed Beebe

DATE: February 8, 2023 RFP NO. 23-008

RFP TITLE: **Waste Disposal and Recycling Services**

Proposals will be accepted until:

Date: **March 1, 2023**

Day: **Wednesday**

Time: **11:00 a.m. CST**

Terms, conditions, and specifications under which proposals are requested are included. Please review thoroughly.

General Instructions:

The Shawnee Mission School District (“the District”) invites qualified vendors to submit proposals for **Waste Disposal and Recycling Services** per the following terms, conditions, and specifications.

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

Official Contact:

Any questions regarding this Request for Proposal (“RFP”) should be directed to Reed Beebe via email at purchasing@smsd.org:

Reed Beebe
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

All questions concerning this RFP must be received no later than **Tuesday, February 21, 2023 by 4:00 p.m. CST**. The District will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Wednesday, February 22, 2023 by 4:00 p.m. CST**.

NON-MANDATORY PRE-PROPOSAL MEETING: The District will have a non-mandatory pre-proposal meeting on **February 17, 2023 at 11:00 am CST in Room 112A** at the following address: Shawnee Mission School District, 8200 W. 71st Street, Shawnee Mission, KS 66204. **While this pre-proposal meeting is not mandatory, attendance is strongly encouraged.**

Addenda/Cancellation:

The District may modify or cancel this RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on the District's website, currently: smsd.org (Go to **About**; **Department Teams**; **Purchasing & Bidding**; **Bids & Bid Summaries View Page**).

RFP Awards:

The District reserves the right to accept or reject any or all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or partial award shall be at the sole discretion of the District. The District reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s) whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

Clarification of Proposals:

The District reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of a proposal.

Information in RFP Only an Estimate:

The District and its representatives make no representations, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued via addenda. Any quantities or data contained in this RFP or related addenda are good-faith estimates provided only as general background information.

Method of Selection:

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the District. In general, the following criteria will be used: **Experience and Qualifications**; **Service Approach**; and **Cost/Charges**.

Available points for these respective criteria will be assigned as follows, for a maximum total of 100 evaluation points:

- **Experience and Qualifications** – 15 points;
- **Service Approach** – 35 points;
- **Cost/Charges** – 50 points

After the District's initial evaluation of proposals, select proposals will undergo additional review and evaluation.

The District may negotiate with the selected Proposer(s) for mutually agreeable contract terms before making a contract award. Negotiations could include, but not be limited to, price and the terms and conditions listed in the RFP.

Confidentiality of Information:

Any proprietary information furnished by a Proposer to the District that is designated confidential shall be treated as confidential to the District as allowable by law.

Submission of Proposal:

Proposals may be submitted in hardcopy format (one physical copy, along with a thumb drive containing a digital copy of the proposal) to the “**Official Contact**” address listed above, and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in a sealed envelope or box. Electronic delivery (i.e., email) will not be accepted.

All proposals must be received no later than **11:00 a.m. CST, Wednesday, March 1, 2023**, and should be clearly marked “**RFP 23-008 Waste Disposal and Recycling Services**”.

Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@msd.org.

Proposal Availability:

Proposals received by the District will not be open to public review, nor disclosed to unauthorized persons, prior to award of a contract. After award of a contract, all proposals shall be open to public inspection, with the exception of information designated as confidential, to the extent that such confidential information may be exempt from public inspection as allowable by law.

Pre-Proposal Site Visits:

It will be the responsibility of the Proposer to compare the specifications listed in this RFP with the work to be done, and inform themselves as to all conditions. Failure to do so will in no way relieve the selected Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the District. Proposers may make arrangements for inspection of schools by contacting the head custodian at each school. Any such pre-bid inspections shall be conducted during regularly occupied building hours, Monday – Friday.

SPECIFICATIONS

Scope of Proposal:

The District would like to contract with a vendor to provide for **Waste Disposal and Recycling Services** per the following terms, conditions, and specifications. An outline of desired services and requirements is provided in **Attachment A**.

Contract Term:

The term of any awarded contract will run from date of award through June 30, 2023, with five annual (12-month) options to renew each year (which will run from July 1st through June 30th of each renewal year). The contract will automatically renew on July 1st of each renewal year, unless either party elects otherwise as allowed in the contract. If the selected vendor(s) chooses not to extend the contract for an additional year, the selected vendor(s) must notify the District of its intention in writing at least 90 days prior to the July 1st renewal date; likewise, the District

must give the selected vendor(s) written notice at least 30-days notice prior to the July 1st renewal date, should it decide not to renew the contract for an additional year.

Contract Components:

This RFP, the successful proposal(s)'s response thereto, and any additional written modifications and/or stipulations agreed upon the District and the selected vendor(s) will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved by both parties in writing.

Adjustment of Services:

The District reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the selected vendor(s). If the selected vendor(s) does not complete the desired task(s) within the schedule time frame for an extended period, the District may obtain another contractor to complete the task(s). The cost of obtaining another contractor for these services will be deducted from any costs owed by the District the selected vendor(s).

Terms and Conditions:

Desired terms and conditions are listed in **Attachment D**.

Permits and Licenses:

The selected vendor(s) will obtain and pay for all permits and licenses required by law that are associated with the selected vendor(s) performance of services as listed in this RFP.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Proposer shall identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so shall be deemed a waiver of any right to subsequently modify the terms of performance. Proposer's authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form:

An individual having full authority to submit a proposal and execute any resulting contract for products or services ("authorized representative") must complete and submit the attached Proposal Response Form (**Attachment B**) or submit a signed letter of transmittal that contains the same information and statements as indicated in the bid response form.

Experience and Qualifications:

Proposer should provide a background of the firm's experience and qualifications. This should include a brief history of the firm, date founded, ownership and any subsidiary relationships. Also, list the types of services that the firm is able to provide. Please address the firm's ability to

provide the desired products and/or services listed in **Attachment A**. Give examples of experience for similar products and/or services to other entities. In particular, if the firm has experience providing the desired products and services to other school districts, please note this information.

Service Approach:

Proposer should submit a clear, concise response to accomplish the scope of services that reflects your understanding of the District's requirements as described in **Attachment A**. Include information about the timeframe needed to implement services, service response times, and your firm's ability, to provide the desired services and products desired by the District. This response should demonstrate an understanding of the District's needs as outlined in the RFP.

Costs/Charges:

Submit a detailed breakdown of all costs and charges in providing the desired products and/or services (or equivalent) as listed in **Attachment A**, in the format of **Attachment C**. The District relies on the Proposer to assure that all charges to provide the desired products/services (or equivalent) are submitted in the proposal, and that there are no hidden costs or charges that will be incurred.

Personnel:

Proposer should list the names of key management personnel who would be directly involved in providing services and products to the District: describe their relationship to the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel's experience with providing services similar to those desired by the District. The District may consider this information in its evaluation of the Proposer's service approach and experience and qualifications.

Use of Subcontractors:

The selected Proposer(s) shall be solely responsible for all products and services as required by this RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The District may consider this information in its evaluation of the Proposer's service approach. The use of a subcontractor(s) does not relieve the selected Proposer(s) of liability under any awarded contract (see terms and conditions in **Attachment D**). The selected vendor(s) agrees not to assign or subcontract any part of a resulting contract without express written approval of the District.

References:

Proposer should submit information regarding three (3) comparable projects that the Proposer completed as prime contractor with the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided. The provided references may be used by the District in its Evaluation of a Proposer's experience and qualifications.

ATTACHMENT A

DESIRED SERVICES AND REQUIREMENTS

The District is seeking a qualified vendor(s) to provide waste removal and recycling services for the 53 District site locations listed in this RFP; a detailed breakdown of the desired locations, along with desired container sizes and quantities for applicable waste removal and recycling services, is provided in **Attachment C**.

PLEASE NOTE: While the District would like to utilize one vendor for both waste removal services and recycling services, the District reserves the right to award separate contracts to different vendors for waste removal services and recycling services.

(Please note that the District has a separate organic waste disposal program and contract, and disposal services for this organic waste disposal and composting program is not included in the RFP.)

The selected vendor(s) will be responsible for making regular pickups of each container, within the desired schedule, as outlined in **Attachment C**. The District reserves the right to modify the quantity and pickup schedule as needed, and will advise the selected vendor(s) of such desired changes as soon as possible.

Container/Compactor Maintenance:

All containers and compactors shall be periodically cleaned and sprayed (at least once per month) with an insecticide to maintain the containers/compactors in a sanitary condition and to eliminate the generation of vermin (rats, insects, etc.), objectionable odors, and unsightly outward appearance. Special attention in cleaning shall be given to seam and rolled edges of containers and covers. The cleaning and disinfection of containers/compactors will be subject to any applicable State of Kansas agencies (Kansas Department of Health and Environment, etc.) and the District.

The selected vendor(s) will paint or replace containers having an unsightly appearance upon the District's request, within one week of such a request.

Containers that require cleaning and sanitizing will be cleaned by the selected vendor(s) within one week of the District's request.

The selected vendor(s) shall be responsible for the removal and disposal of the contents for each container. Each container shall be emptied, returned to its original position, with lid replaced.

As waste container overflow may occur, the selected vendor(s) shall also pick up any waste (trash bags, etc.) or garbage container overflows when placed next to the District's containers.

The selected vendor(s) shall be responsible for the pickup/removal of any refuse spilled during the dumping of a container. The selected vendor(s) is also responsible for the odor removal of any leaking refuse liquid spilled from refuse collection vehicles.

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All refuse and trash shall be removed and disposed of away from all District properties. The selected contractor(s) shall obtain all necessary permits, pay all license fees, taxes, and be required to comply with all local ordinances, as well as all rules and regulations of the Kansas Department of Health and Environmental Control and other governing agencies, and in accordance with the laws of the State of Kansas.

The selected vendor(s) shall schedule all pickups so that they will not disrupt the educational program being carried on at District facilities. Vendor is not to make pickups prior to 7:00 AM, at any location, where the same will be disruptive to the school neighborhood. Schedules must be altered to accommodate the special needs of a particular building.

In the event the vendor fails to pick up a container as required by provisions of the specifications and schedule, the District shall have the right to deduct from the monthly payment the submitted pricing of each container not picked up.

At any time should a driver finds a container blocked and unable to empty, that driver shall notify dispatch who will in turn notify the school. The driver shall then reschedule another pickup attempt that same day. **AT NO TIME, SHALL A DRIVER ENTER ANY DISTRICT SCHOOL BUILDING.**

The District retains the right to cancel this contract with 30 days notice should the service become unsatisfactory. The selected vendor(s) shall be given 30 days to correct the cited problem(s). Should the selected vendor(s) be unable to correct the problem to the satisfaction of the District, 30-days notice of cancellation will be given.

Outline of Desired Dumpster Sizes:

4-Yard Dumpster, front or rear load

- Shall be made of steel.
- Shall have plastic lids.
- Shall contain a lock bar system.
- Shall have decal or painted notice that container is under video surveillance.
- Cost for initial delivery, set-up, and maintenance for entire term of contract, and pick-up/ removal/ clean up after contract ends or is terminated shall be included in the bid price.

6-Yard Dumpster, front or rear load

- Shall be made of steel.
- Shall have plastic lids.
- Shall contain a lock bar system.
- Shall have decal or painted notice that container is under video surveillance.
- Cost for initial delivery, set-up, and maintenance for entire term of contract, and pick-up/ removal/ clean up after contract ends or is terminated shall be included in the bid price.

8-Yard Dumpster, front or rear load

- Shall be made of steel.
- Shall have plastic lids.
- Shall contain a lock bar system.
- Shall have decal or painted notice that container is under video surveillance.
- Cost for initial delivery, set-up, and maintenance for entire term of contract, and pick-up/ removal/ clean up after contract ends or is terminated shall be included in the bid price.

34-Yard Compactor

- Shall be 34-yard, self-contained compactor
- Shall be ground loading with fully enclosed doghouse configuration with door and safety interlocking system.
- Shall meet all OSHA and ANSI regulations and standards.
- Shall be 3-Phase, 208/230/460 Vac, 10HP min, or equivalent.
- Lease cost shall include delivery, set-up, training, maintenance for entire term of contract, and pick-up/ removal/ clean up after contract ends or is terminated.
- It is anticipated that during summer months (June and July), haul and disposal services will be once per month unless a high school has summer school at their location, which will cause haul and disposal services once-every-two-weeks.
- District retains the right to request additional hauls and disposals when needed. Additional hauls and disposals will be invoiced at the same rates as stated in the bid summary.

40-Yard Dumpster, front or rear load*

- Shall be made of steel.
- Shall have plastic lids.
- Shall contain a lock bar system.
- Shall have decal or painted notice that container is under video surveillance.
- Cost for initial delivery, set-up, and maintenance for entire term of contract, and pick-up/ removal/ clean up after contract ends or is terminated shall be included in the bid price.
- ***NOTE: The 40-yard dumpster would be requested as needed by the District (for large, District trash removal needs, such as site remodels, etc.)**

ATTACHMENT B PROPOSAL RESPONSE FORM

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

DATE: _____

Proposal of: _____, (herein after called Proposer), a Corporation/Partnership/Individual doing business as _____.

TO: The Shawnee Mission School District

The Proposer, in compliance with your **Request for Proposal – Waste Disposal and Recycling Services**, and having reviewed the RFP and Specifications and being familiar with the conditions and terms surrounding the desired products and/or services, hereby agrees to perform the work and/or provide products required, within the price stated in this RFP response. These prices are to cover all expenses incurred in providing the desired products and/or services.

Proposer acknowledges receipt of the following addenda, in the event subsequently issued:

Submitted by authorized representative:

Firm: _____ FEI/SSN _____

Signature: _____ Printed Name/Title: _____

Address: _____ Telephone: _____

Email: _____

Please address the requested information below (a separate attachment that addresses this information may be submitted by vendors, if desired):

<p>Experience and Qualifications: Please provide a brief history of your firm, the date founded, ownership and any subsidiary relationships. Please list the types of services your firm is able to provide (e.g., waste collection, recycling, etc.). Does your firm have the capacity to provide the services listed in the RFP? Has your firm provided such services to institutions or school districts of similar size to the District?</p>	
<p>Service Approach: Approximately how long would it take your firm to implement services to the District? What are your firm’s typical response times? How would your firm provide the desired services to the District? (e.g., resolving complaints or other service issues,</p>	

<p>communicate with District staff on issues, ensure that containers are kept to desired standards, etc.)</p>	
<p>Personnel: Please list the names of key management personnel who would be directly involved in providing products and services to the District: describe their relationship to the firm, the role they would play in providing services, and their experience, qualifications, and years of service with the firm. Please note the respective personnel’s experience with providing services similar to those desired by the District.</p>	
<p>Use of Subcontractors: If applicable, please identify the role of any subcontractors that would be utilized to provide services to the District.</p>	
<p>References: Please submit information regarding three (3) comparable projects that your firm completed as prime contractor with the last five (5) years. The projects should indicate the start and completion dates, and the products and services provided.</p>	

Attachment C -- List of District Sites, Desired Containers/Container Locations, and Pickup Schedule

Please review the container and schedule needs for each facility below; then complete the "Cost Summary" section below.

Please see "Attachment A" for container specifications.

Please note that vendors may request a copy of this Attachment C in Excel format by emailing purchasing@smsd.org.

Facility	Facility Address	Waste Container Quantity	Waste Container Size (in yards)	Pickup Schedule	Waste Container Location	Recycle Container Quantity	Recycle Container Size (in yards)	Pickup Schedule	Recycle Container Location
HIGH SCHOOLS									
Shawnee Mission East	7500 Mission Rd Prairie Village KS 66208	1	34	On Call	West side across from garage door	1	8	Once Weekly	West side across from garage door
Shawnee Mission Horizons	5900 Lamar Ave Mission KS 66202	1	8	Mon-Wed-Fri	South end by receiving room	1	8	Once Weekly	South end by receiving room
Shawnee Mission North	7401 Johnson Dr Overland Park KS 66202	1	34	On Call	South side of field house	1	8	Once Weekly	South side of field house
Shawnee Mission Northwest	12701 W 67th St Shawnee KS 66216	1	34	On Call	South side by dock	1	8	Once Weekly	South side by dock
Shawnee Mission South	5800 W 107th St Overland Park KS 66207	1	34	On Call	Receiving room parkin lot	1	8	Once Weekly	Receiving room parkin lot
Shawnee Mission West	8800 W 85th St Overland Park KS 66212	1	34	On Call	West side, south end of dock	1	8	Once Weekly	West side, south end of dock
MIDDLE SCHOOLS									
Hocker Grove	10400 Johnson Dr Shawnee KS 66203	1	8	Tu-Thur	West side by receiving room	1	8	Once Weekly	West side by receiving room
Indian Hills	6400 Mission Rd Prairie Village KS 66208	1	8	Tu-Thur	Northwest of receiving room	1	8	Once Weekly	Northwest of receiving room
Indian Woods	9700 Woodson Dr Overland Park KS 66207	1	8	Tu-Thur	North parking lot across from receiving room	1	8	Once Weekly	North parking lot across from receiving room
		1	8	Tu-Thur	West side by receiving room	1	8	Once Weekly	West side by receiving room
Trailridge	7500 Quivira Rd Lenexa KS 66216	1	8	Wed	Southeast side by kitchen dock	1	8	Once Weekly	Southeast side by kitchen dock
Westridge	9300 Nieman Rd Overland Park KS 66214	1	8	Tu-Thur	South side by receiving room	1	8	Once Weekly	South side by receiving room
ELEMENTARY SCHOOLS									
Apache	8910 Goddard Overland Park KS 66214	1	8	Mon-Wed-Fri	West side by receiving	1	8	Once Weekly	West side by receiving
Belinder	7230 Belinder Ave Prairie Village KS 66208	1	8	Mon-Wed-Fri	West side next to receiving	1	8	Once Weekly	West side next to receiving

Benninghoven	6720 Caenen Ave Shawnee KS 66216	1	8	Mon-Wed-Fri	South side next to fence to playground	1	8	Once Weekly	South side next to fence to playground
Bluejacket Flint	11615 W 49th Ter Shawnee KS 66203	1	8	Mon-Wed-Fri	East side next to receiving	1	8	Once Weekly	East side next to receiving
Briarwood	5300 W 86th St Prairie Village KS 66207	1	8	Mon-Wed-Fri	Southeast corner by gym	1	8	Once Weekly	Southeast corner by gym
Broken Arrow	5901 Alden St Shawnee KS 66216	1	8	Mon-Wed-Fri	Southeast side next to receiving	1	8	Once Weekly	Southeast side next to receiving
Brookridge	9920 Lowell Ave Overland Park KS 66212	1	8	Mon & Thu	North side next to receiving	1	8	Once Weekly	North side next to receiving
Brookwood	3411 W 103rd St Leawood KS 66206	1	8	Mon & Thu	East side next to receiving	1	8	Once Weekly	East side next to receiving
Comanche	8200 Grant St Overland Park KS 66204	1	8	Mon-Wed-Fri	Enter off Mastin; receiving	1	8	Once Weekly	Enter off Mastin; receiving
Corinth	8301 Mission Rd Prairie Village KS 66206	1	8	Mon-Wed-Fri	Southwest corner by receiving	1	8	Once Weekly	Southwest corner by receiving
Crestview	6101 Craig St Merriam KS 66202	1	8	Tu-Thur	Northwest by receiving door	1	8	Once Weekly	Northwest by receiving door
Diemer	9600 Lamar Ave Overland Park KS 66207	1	8	Mon-Wed-Fri	Northwest corner, south entrance	1	8	Once Weekly	Northwest corner, south entrance
East Antioch	7342 Lowell Ave Overland Park KS 66204	1	8	Tu-Thur	South side, next to receiving	1	8	Once Weekly	South side, next to receiving
Highlands	6200 Roe Ave Mission KS 66205	1	8	Mon-Wed-Fri	North side next to receiving	1	8	Once Weekly	North side next to receiving
Lenexa Hills	8650 Haven St Lenexa KS 66219	1	8	Tu-Thur	North side next to receiving	1	8	Once Weekly	North side next to receiving
Marsh	5642 Rosehill Rd Shawnee KS 66216	1	8	Mon-Wed-Fri	West side	1	8	Once Weekly	West side
McAuliffe	15600 W 83rd St Lenexa KS 66219	1	8	Mon-Wed-Fri	North side - east wall by receiving	1	8	Once Weekly	North side - east wall by receiving
Merriam Park	6100 Mastin St Merriam KS 66203	1	8	Mon-Wed-Fri	South side by receiving	1	8	Once Weekly	South side by receiving
Mill Creek	13951 W 79th St Lenexa KS 66215	1	8	Tu-Thur	Northeast side of building	1	8	Once Weekly	Northeast side of building
Nieman	10917 W 67th St Shawnee KS 66203	1	8	Mon-Wed-Fri	South side of receiving	1	8	Once Weekly	South side of receiving
Oak Park Carpenter	10000 Nieman Rd Overland Park KS 66214	1	8	Tu-Thur	Back parking lot by receiving	1	8	Once Weekly	Back parking lot by receiving
Overland Park	8150 Santa Fe Dr Overland Park KS 66204	1	8	Tu-Thur	North side in parking lot, south-west corner of lot	1	8	Once Weekly	North side in parking lot, south-west corner of lot

Pawnee	9501 W 91st St Overland Park KS 66212	1	8	Tu-Thur	West side by receiving	1	8	Once Weekly	West side by receiving
Prairie	6642 Mission Rd Prairie Village KS 66208	1	8	Mon & Thu	West side by receiving	1	8	Once Weekly	West side by receiving
Rising Star	8600 Candlelight Ln Lenexa KS 66215	1	8	Tu-Thur	North side by receiving	1	8	Once Weekly	North side by receiving
Roesland	4900 Parish Dr Roeland Park KS 66205	1	8	Tu-Thur	Southwest side by receiving	1	8	Once Weekly	Southwest side by receiving
Rosehill	9801 Rosehill Rd Lenexa KS 66215	1	8	Mon-Wed-Fri	North side by shed	1	8	Once Weekly	North side by shed
Rushton (Open 8/24)	6001 W 52nd St Mission KS 66202	1	8	Tu-Thur	East side behind wood fence, staff parking lot	1	8	Once Weekly	East side behind wood fence, staff parking lot
Santa Fe Trail	7100 Lamar Ave Overland Park KS 66204	1	8	Tu-Thur	East side by receiving	1	8	Once Weekly	East side by receiving
Shawnee	11230 W 75th St Shawnee KS 66214	1	8	Mon-Wed-Fri	North staff parking lot, front east side	1	8	Once Weekly	North staff parking lot, front east side
Sunflower	8955 Loiret Blvd Lenexa KS 66219	1	8	Tu-Thur	North side next to receiving	1	8	Once Weekly	North side next to receiving
Tomahawk	6301 W 78th St Overland Park KS 66204	1	8	Mon & Thu	West parking lot by cafeteria	1	8	Once Weekly	West parking lot by cafeteria
Trailwood	5101 W 95th St Overland Park KS 66207	1	8	Tu-Thur	East side by receiving dock to kitchen	1	8	Once Weekly	East side by receiving dock to kitchen
Rushton @ Old Westwood View - Closes (7/24)	2511 W. 50th Westwood KS 66205	1	8	Tu-Thur	South side next to receiving room and shed	1	8	Once Weekly	South side next to receiving room and shed
Westwood View	4935 Belinder Ave Westwood KS 66205	1	8	Tu-Thur	North sided next to receiving	1	8	Once Weekly	North sided next to receiving
OTHER FACILITIES									
Arrowhead	6601 Santa Fe Dr Overland Park KS 66202	1	8	Tu-Thur	North side next to entry	1	8	Once Weekly	North side next to entry
Broadmoor/Early Childhood Education Center	6701 W 83rd St Overland Park KS 66204	1	8	Tu-Thur	South side by dock	1	8	Once Weekly	South side by dock
Center for Academic Achievement	8200 W 71st St Overland Park KS 66204	1	8	Mon-Wed-Fri	East side next to receiving	1	8	Once Weekly	East side next to receiving
Indian Creek	4401 W 103rd St Overland Park KS 66207	1	8	Wed	West side by dock	1	8	Once Weekly	West side by dock
Operations & Maintenance	6445 Carter Ave Merriam KS 66203	1	4	Tu-Thur	South side parking lot	1	8	Once Weekly	South side parking lot
Softball Complex	6101 Maurer Rd Shawnee KS 66217	1	8	On Call	East side of garage	1	8	Once Weekly	East side of garage
Aquatic Center	12751 W 87th St Lenexa KS 66219	1	6	On-Call	Parking garage west side	1	8	Once Weekly	Parking garage west side

Cost Summary

	Cost per Pick-up
4-yard dumpster:	
6-yard dumpster:	
8-yard dumpster (for trash):	
8-yard dumpster (for recycling):	
34-yard dumpster/compactor:	
40-yard dumpster*:	

*NOTE: The 40-yard dumpster would be requested as needed by the District (for large, District trash removal needs, such as site remodels, etc.)

Please list other charges, if applicable.

ATTACHMENT D

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

Terms and conditions are requirements that are binding upon the selected contractor(s) and communicate Shawnee Mission School District's expectations of performance.

Contract Term: The term of any awarded contract will run from date of award through June 30, 2023, with five annual (12-month) options to renew each year (which will run from July 1st through June 30th of each renewal year). The contract will automatically renew on July 1st of each renewal year, unless either party elects otherwise as allowed in the contract. If the selected vendor(s) chooses not to extend the contract for an additional year, the selected vendor(s) must notify the District of its intention in writing at least 90 days prior to the July 1st renewal date; likewise, the District must give the selected vendor(s) written notice at least 30-days notice prior to the July 1st renewal date, should it decide not to renew the contract for an additional year.

Contract Pricing: Initial unit contract pricing will remain the same for the initial annual contract period. For subsequent annual renewals, the selected vendor(s) may request increased annual unit contract pricing by submitting such a request to the District for its consideration at least 90 days prior to the July 1st renewal date, with the understanding that such a proposed price increase will not exceed the All Urban Consumer Price Index (CPI) for these services. Overall annual contract pricing may vary, based on the District's desired changes regarding the number of containers and pickup schedules in the course of an annual contract.

Termination: The District retains the right to cancel this contract with 30-days notice should the service become unsatisfactory. The selected vendor(s) shall be given 30 days to correct the cited problem(s). Should the selected vendor(s) be unable to correct the problem to the satisfaction of the District, 30-days notice of cancellation will be given. Contractor may terminate this contract without cause upon giving District ninety (90) days written notice. District reserves the right to cancel, for cause, the contract without prior written notification. Cause for termination shall include the following: 1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; 2) Contractor's substantial under performance, and determined by District; or 3) failure to comply with the provisions of this contract. District shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: 1) makes written admission of its inability to pay its debts or obligations as they become due; 2) files a voluntary petition in bankruptcy; 3) is adjudicated as bankrupt or insolvent; 4) seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its business assets; 5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of the District; or 6) fails to maintain the insurance coverage required in this Contract. The contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if the District decides to limit or discontinue its operation for any reason.

Modification of Contract: No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws, and Regulations: Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services: The District reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

Assignability: Neither this Contract nor any rights hereunder may be assigned by the Contractor without the District's prior written consent.

Insurance Requirements:

- A. **Worker's Compensation Insurance:** Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.
- B. **Bodily Injury and Property Damage Insurance:** A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide a minimum coverage of \$1,000,000 for each person, with an aggregate of \$1,000,000 for property damage arising from one accident, with not less than \$1,000,000 aggregate damages to, or destruction of, property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than \$1,000,000 bodily injury and \$1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired, or non-owned.
- C. **Special Insurance:** Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of \$1,000,000 for the following hazards:

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor's operations, or injury to or destruction of property above or below ground resulting therefrom.

Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner's premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures.

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- D. **Subcontractor's Insurance:** If a part of this contract is sublet, the contractor shall either cover any or all subcontractors in his insurance policies; or required each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the contractor's policies.

Certificate and Maintenance of Insurance: The contractor shall submit a copy of the of Certificate of Insurance to the District. The required insurance shall be maintained in force until the contract is completed or terminated.

Payment Terms: Unless otherwise specified herein, payment shall be made within 30 days after District's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the District.

Contractor and Vendor Code of Conduct: Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on District property. The following items are prohibited on school district properties:

- A. Physical or verbal contact with students or non-designated staff.
- B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
- C. Drugs and/or alcohol consumed or present on district properties.
- D. Firearms and hunting items.
- E. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev.01-23), which is attached hereto, are hereby incorporated in this contract and made apart thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such

violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility for Taxes: The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

12. The Eleventh Amendment: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. Privacy of Student Records. The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. Confidentiality. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).